

CLAIMS OF J. W. NYE.

MEMORIAL

OF

Rev. George Hildt and eight other ministers of the gospel, the Mayor, Aldermen, President and Members of the Common Council, the District Attorney, and one hundred and thirty-eight citizens of Washington, praying of Congress an examination and settlement of three several claims of J. W. Nye against the United States.

JUNE 25, 1856.—Ordered to be printed.

To the honorable the Senate and House of Representatives of the United States :

The undersigned, citizens of Washington and the District of Columbia, most respectfully beg leave to present to the notice and favorable consideration of your honorable bodies, the claims of Mr. J. W. Nye, a citizen of Washington, against the United States, a statement of which accompanies this memorial. One of these claims is for services rendered and moneys expended in 1832 for the use of the United States in Macadamizing Pennsylvania avenue, in the city of Washington; and from the numerous times said claim has received the sanction of different committees of both houses of Congress, and of the most eminent and honorable members of both houses, all doubt as to its justice would seem to be excluded.

The other two claims are, one for furnishing horses and carryalls for the use of the House of Representatives, and another for improving certain public grounds; in both of which he has, according to the written statement accompanying this memorial, been deprived of his just rights by officers in the service of the government in their official capacity, by which he and his family have been reduced from circumstances of affluence and comfort to the most extreme destitution and suffering.

Most of the undersigned have been intimately acquainted with Mr. Nye for many years, and many of us have had business transactions with him to a large amount, and we have always found him strictly honest and honorable in all his transactions with us, as far as his means have permitted. Mr. Nye has, during our acquaintance with him, been extremely hard-working and industrious; using every ex-

ertion in his power, when his health would permit, to provide for his family and keep them from suffering.

The severe and long continued sufferings of himself and family, by sickness and the causes above stated, during the last twelve years, and the firm belief expressed by him that the only cause of the delay of Congress to settle his claims has been the interference and misrepresentations of his enemies, we offer as our apology for thus memorializing your honorable bodies in his behalf.

From our acquaintance with Mr. Nye, we have no reason to believe that he would make any statement which he did not conscientiously believe to be true; and if the statements contained in the accompanying papers be correct, we consider that the honor of the government requires the immediate settlement of his claims. And to this end we most earnestly request that your honorable bodies will adopt means to give to said claims a careful and scrutinizing examination, and that you will allow him the full amount which may be found justly due.

In view of the very serious damages which Mr. Nye and his family have sustained, and the severe and protracted sufferings to which they have been subjected, a liberal and generous settlement of his claims would be truly gratifying to a large majority of the citizens of Washington acquainted with their circumstances.

All of which is respectfully submitted.

George Hildt
I. G. O'Neal
John W. Wade
John C. Harkness
James N. Davis
F. S. Evans
Wm. B. Brashear
Jonathan T. Walker
Charles E. Walker
Franklin Little
James Towles
Peter Bergman
John Ball
Wm. Greer
Wm. T. Evans
John Cruik
J. F. Polk
P. Thyson
A. B. Waller
A. F. Kimmel
Geo. S. Noyes
C. L. Coltman
Thos. E. Baden
James Williams
Septimus Tustin
R. R. Gurley
Joseph Harbaugh
Richard G. Briscoe

Joseph Clarke
Isaac Clarke
John Connelly
Geo. Parker
J. H. Goddard
W. B. Magruder
R. J. Powel
L. Tree
J. A. Kennedy
T. T. Everett
H. Richey
Chauncey Smith
W. J. C. Du Hamel
Thos. Miller
F. M. Magruder
John S. Cunningham
James F. Divine
Wm. Ferguson
Wm. Ross
Thos. G. Ford
John Robb
U. Ward
John E. Evans
A. Gray
William Balantyne
R. D. Spencer
William Parker
A. H. Lee

R. G. Hyatt
 B. H. Clements
 R. J. Clements
 John George Adams
 W. C. Johnson
 J. Raymond
 Peter F. Bacon
 John B. Ward
 George W. Hughes
 W. J. Redstrake
 H. H. McPherson, sen.
 E. Lazenby
 A. B. Gladmon
 Thomas Eckardt
 William B. Jackson
 Charles Stott
 S. A. Peugh
 A. McD. Davis
 John T. Towers
 R. Finley Hunt
 Samuel Bacon
 John T. Clements
 S. H. Hill
 John H. Houston
 John L. Smith
 P. B. Key
 Francis A. Dickins, of Fairfax county, Va., formerly of Washington
 W. A. Bradley
 John C. Smith
 John M. Young
 Thomas Connor
 J. McKnew
 G. W. Hinton
 James Pillings
 William C. Rollins
 Martin Buell
 John H. McCutchen
 B. F. Crosby
 Cornelius Boyle
 Rufus Prentiss
 J. C. McKelden
 W. G. Deale

T. J. Magruder
 F. A. Tucker
 James L. White
 J. Carter Gibson
 James T. Walker
 Richard Carter
 N. Snyder
 U. B. Ward
 Willard Drake
 L. M. Witherow
 Samuel Shreve
 John Shreve
 Richard F. Trail
 Otho Gattrell
 William Wallis
 H. S. Davis
 W. G. W. White
 Leonard Storm
 W. B. Wilson
 B. B. French
 Thomas Scrivener
 P. M. Pearson
 John Scrivener
 William C. Connor
 Alfred Shucking
 W. E. Emery
 J. P. Henshaw
 Wm. Henry Upperman
 Robert Morrow
 Francis B. Lord
 John P. Pepper
 Charles P. Russell
 G. A. Schwarzman
 W. B. Spignull
 Daniel Smith. (I know enough of Mr. Nye, his claims, and circumstances, to unite in recommending to Congress a scrutinizing examination of his claims)
 Jos. H. Bradley
 J. P. McKean
 Wm. P. McConnell.

Abstract of the claim of J. W. Nye for Macadamizing Pennsylvania avenue.

In 1832 J. W. Nye entered into contracts with Peter Bargy, jr., of New York, and Hugh Stewart of Pennsylvania, who were contractors

with the government for Macadamizing Pennsylvania avenue in Washington city, to do a large share of their work, which he completed to their satisfaction and that of the Commissioner of Public Buildings, who had charge of said work. In consequence of the greatly enhanced expenditures of said work, caused by the direful visitation of the cholera, and being compelled by the Commissioner to prosecute the work during that fatal scourge, and the interference of physicians with their laborers, appointed by the Commissioner, without the consent or knowledge of the contractors, they were unable, at the completion of said work, to pay Nye for the part of said work done by him; (though they have since become abundantly able to have paid both principal and interest, had they not been released therefrom by the assignment of this claim.) They informed Nye that they considered they had an equitable and just claim against the government for the losses they had sustained from the causes above named as large as Nye's claim against them, and offered to transfer it to Nye if he would accept it and release them from all further liability to him. Nye had it presented to a number of members of both houses of Congress for their counsel and advice; who, after a careful examination thereof, informed him that they considered it a *just* and an *equitable* claim, and that he would run *no* risk in taking an assignment thereof and releasing said contractors, and advised him to do so, which he did; but being, from sickness at that time, unable to prepare the necessary papers himself, he put them into the hands of the late F. S. Key, esq., (then District Attorney,) for him to prepare and present to Congress. A considerable amount of the expenses of this work *done* in 1832 was not *paid* until the following year 1833, which fact was not brought to the knowledge of Mr. Key, who, in making out the papers, presented a claim for only the amount *paid* in 1832 more than the amount received from the government for said work, which passed the Senate; and while before the Committee of Claims of the House, this error was discovered, and the Hon. Chairman of said committee offered to make an amendment to the Senate bill, allowing this additional amount; but being near the close of the session, Nye, fearing that if sent back with an amendment, it would not be again reached during the session, informed the chairman that he had rather take it as it was, and try at the next session for the balance. This bill passed the House without a division, and became a law at that session. The balance of the claim was presented at the next session, and an able report was submitted from the Committee of Claims of the House in favor of the payment of this additional amount; but there was no action thereon by the House. In the 28th Congress a select committee was raised by a *unanimous* vote of the House to make a *final* settlement of this claim; which committee reported a bill *unanimously* in his favor for some \$6,000, but there was no action thereon by the House. It has since *repeatedly* received the sanction of standing committees of both houses of Congress, and has passed the Senate *unanimously*; but has failed in the House several times by not being reached in its regular order on the calendar before the adjournment of Congress. And the claimant (Nye) fully believes, from what he has been told by members of Con-

gress, that the *only* cause of its failure in the House was the interference and misrepresentations of his enemies.

This claim has, since its first presentation in the Senate, received the sanction of *thirteen* standing committees of the Senate and House, and one select committee; and, the claimant was informed, received it *unanimously*.

The following are the names of some of those honorable members who have examined and given this claim their sanction in committee:

Select Committee.—Messrs. Cobb and Stevens, Georgia; Payne and Belser, Alabama; Clingman, North Carolina; Bidlack, Pennsylvania; Clinton, New York; Rockwell, Massachusetts; and Morris, Ohio.

Standing Committees.—Messrs. General Lipton and Governor Whitcomb, Indiana; Judge Young and Ficklin, Illinois; Crittenden, Underwood, Morehead, Chambers, and McHenry, Kentucky; Hubbard, Williams, Burke, and Norris, New Hampshire; Evans, Williams, and Bradbury, Maine; Prentice, Marsh, and Henry, Vermont; Governor Lincoln, Governor Davis, Saltonstall, and Hastings, Massachusetts; Cranston and Thurston, Rhode Island; Gov. Baldwin, Betts, and Osborn, Connecticut; Governor Hunt, General Ward, Leonard, Gray, Bowne, Mallory, Prentiss, and Talmadge, New York; Governor Pollock, Keim, Bidlack, Darlington, Petriken, and Galbraith, Pennsylvania; Governor Ligon, General Chapman, Kerr, Merriek, and Williams, Maryland; Governor McDowel, Hunter, Pennybacker, Summers, Stewart, Banks, Powel, and Goggin, Virginia; John Camel and Sims, South Carolina; Governor Westcott, Florida; Governor Brown, Mississippi; Dawson, Louisiana; Fulton, Arkansas; Governor Medill, Hastings, and Giddings, Ohio; Gov. Campbell and Gen. Barrow, of Tennessee; besides a number of other honorable members, who have examined and given it their sanction in committee.

J. W. NYE.

WASHINGTON COUNTY, }
District of Columbia. } ss.

On this 19th day of April, in the year of our Lord one thousand eight hundred and fifty-six, before me, the subscriber, a justice of the peace, in and for said county, personally appeared J. W. Nye, and made oath on the Holy Evangely of Almighty God, that the foregoing statements are each and all of them just and true, as above stated, according to the best of his knowledge and belief.

J. W. NYE.

Subscribed and sworn before me the day and year above written.

B. K. MORSELL,

Justice of the Peace.

Abstract of the claims of J. W. Nye—Carryall contract and lease of public grounds.

In January, 1844, J. W. Nye entered into a contract with the House of Representatives, through their authorized agent, to furnish

for the use of said House for the 28th Congress a certain number of horses and carryalls, and to haul all the boxes and other articles wanted by said House during that Congress. The horses and carryalls were not to be driven by Nye, or any one in his employment or under his control; but by those in the service of the House and under *their* control; Nye having no control over them, except feeding and harnessing them, and keeping them in readiness for the service of the House whenever wanted. After said contract was signed by the respective parties, it was by the House referred to the Committee on Accounts for their examination, who *unanimously* approved the same. When Nye took this contract, in addition to *five* very valuable horses he then owned, he purchased *four* as excellent horses as he could find in Washington; which four, had they been properly driven, would have been amply sufficient to have performed the whole contract. But they were driven in the most *cruel* and *abusive* manner; small boys, and those unacquainted with the management of horses, were allowed to drive them. One of the messengers, who drove a considerable share of the time, used frequently to come in after 12 o'clock at night, so drunk that he could not get out of the carryall, and would have to be taken out and carried home. Nye frequently remonstrated with those having charge of said work, both verbally and in writing, of the *abusive* and *destructive* manner in which this property was used, to which not the *least* attention was paid. In addition to the *four* horses Nye purchased at the commencement of the contract, and the *five* he then owned, which he was compelled to put on said work, (thereby breaking up his other business,) he purchased *five* more, which were all used in the performance of said contract, besides hiring large numbers of others to supply the places of those crippled. *Three* very valuable horses were killed; another crippled, so that he was entirely ruined, and never again used. Another, which cost \$100, was so injured as to be unfit for use, and was sold for less than \$20. Others were so injured as to be unfit for service for months at a time. *Three* sets of harness were entirely ruined, and *two* others very much injured; one carryall destroyed, the other two injured at *least* \$50 each; making an amount of loss sustained by the wilful abuse of this property, in damage of carryalls and harness, loss of time and feed of horses injured, while they were unfit for business, and the loss of killed and ruined, of more than \$3,000; and at the expiration of said contract there was due, according to the terms of said contract, for hauling and for horses and carryalls, \$1,979 84½ cents. During the fore part of the 2d session of that Congress, Nye received a notice from the officer of the House having charge of this work, that his property would be no longer employed in the service of the House; and on Nye's sending a memorial to the House, the subject was referred to the Committee on Accounts, who, after examining a large number of witnesses under oath in regard to the abuse of the property, and the quality thereof, (all of which has been printed by order of the House,) went out and examined the property themselves, and they decided that it was *sufficiently* good. The chairman of said committee said that the only objection he had to it was, that it was too high-priced, too *valuable*, to be put on said work. In the 30th Congress, this claim was before the Committee on the Judiciary, who reported a resolution

directing the Clerk of the House to pay Nye, out of the contingent fund of the House, \$525 in full of all claims under said contract, which Nye refused to receive, and had it laid on the table. The chairman of said committee (Hon. Joseph R. Ingersoll, of Philadelphia) expressly informed Nye that they did not report that *small* amount, thinking it all to which he was *justly* entitled; that from the great prejudice then existing against him in the House, raised by those in the service of the House, should they report a bill allowing him *one-fourth* part of what he was *justly* entitled to, they did not believe that they could get the House to pass it; that they thought, in his distressed circumstances, that would be better than nothing. This claim has since been before the Committee of Claims, and they gave him the same advice as did Hon. Mr. Ingersoll, advising him to accept the \$525 as the best that could be done for him, while the same persons who had created this prejudice against him remained in the House; and that his giving a receipt in full would be no barrier to his having it fairly and *honorably* settled whenever these prejudices should be removed; with which advice he reluctantly complied, more for the benefit of those who had kindly loaned him money on a pledge of this in order to keep his family from actual starvation, than for the benefit of himself or family, as not *one dollar* of this \$525 would be coming to himself or family. And this \$525 is *all* that has ever been paid for this \$1,979 84½ due according to the terms of the contract, or the more than \$3,000 damage of property, and the loss of his business.

In 1843, Nye offered to make certain specified improvements on a lot of public ground, containing between two and three acres, belonging to the government, if the President would give him a lease of said ground for the term of *ten* years, (the President being authorized by a law approved the 5th of July, 1812, to lease any of the public grounds in this city, for a term not exceeding *ten* years, on such terms as would best effect the improvement thereof,) which offer was accepted by the President; and he gave Nye a lease in writing, signed with his own hand, in his official capacity as President of the United States, for *ten* years. Nye was *three* years making the improvements specified, which he completed to the satisfaction of the President and the Commissioner of Public Buildings, (Major Noland,) having expended over \$3,000 in making said improvements. And when Nye had had the use of said lot *only one year*, after making said improvements, a new Commissioner was appointed, who, without any authority from Congress or the President, broke Nye's lock from off the gate, and *forcibly* took possession of the lot, and the crops growing thereon. And the use of the lot one year *only* after making the improvements, is all the compensation Nye has ever received for his services, and over \$3,000 expended in improving the same.

When Nye took the carryall contract in 1844, he was doing a good business, keeping a livery stable and running hacks, which yielded him at *least* \$3,000 a year, and he thinks exceeded that amount; and his family were living as well as any family in the city. But, from the destruction of his property by those in the service of the House, and the vast expense which he was subjected to in purchasing and

hiring horses to perform the contract, and feeding those crippled while unfit for service, and failing to receive his pay according to the terms of said contract, he was unable to meet his engagements, and had, while he and his family were prostrated by sickness, his remaining horses, carriages, harness, and every article of furniture they had in the house (except the beds on which they slept and some window-curtains) taken and sacrificed for less than *half* their worth; and the whole amount for which they were taken being far less than the amount due him under the contract—not leaving himself or family a chair, table, bowl, cup, saucer, knife or fork, or any article whatever, (except their beds and window-curtains,) or any means whatever, except his lot of ground, from the avails of which he could have comfortably supported his family had he not been deprived thereof by the Commissioner of Public Buildings.

And all the support he had for himself and *nine* in family was what his son, in feeble health, could earn, until he was struck down by the fell destroyer, CONSUMPTION, brought on by over-exertion to relieve the family from suffering; and during his sickness, and after his death, his oldest sister, in her 18th year, worked in a printing office, folding documents, being almost the only support of the family for two years, until she, too, fell a victim to the same unrelenting disease which caused the death of her brother. And when her strength failed her, so that she could no longer get to the printing office, she took in shoes to bind, in order to relieve the sufferings of the family, until she was confined to her bed, and in a little more than two years from the first attack of consumption she was laid by the side of her brother, both having gone down to the *cold* and *silent* grave by disease brought on by the wants of the necessary comforts of life, and over-exertions to relieve the rest of the family from suffering. During the same year another of his family was taken from him by death; and at the time of their death he had no means to procure for them a decent burial, which was done by the kindness of their friends. And at the present time, when he is not able to work, or is out of employment, all the support his family has is what another daughter earns in the printing office, whose health is visibly declining as her sister's was.

J. W. NYE.

WASHINGTON COUNTY, }
District of Columbia. } ss.

On this 19th day of April, in the year of our Lord one thousand eight hundred and fifty-six, before me, the subscriber, a justice of the peace in and for the county aforesaid, personally appeared J. W. Nye and made oath on the Holy Evangely of Almighty God that the foregoing statements are, each and all of them, just and true as herein stated, according to the best of his knowledge and belief.

J. W. NYE.

Sworn and subscribed before me the day and year above written.

B. K. MORSELL,
Justice of the Peace.